

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A11333
	§	
vs.	§	
	§	
Clarice M. Adams aka Clarice Marie Manser		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Jackson County, Michigan within the jurisdiction of this Court and may be served with service of process at 4048 Knightsbridge Lane, Jackson, Michigan 49201.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,183.52
B. Current Capitalized Interest Balance and Accrued Interest	\$1,635.07
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$2,818.59

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 9.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: CLARICE M. ADAMS
AKA: N/A
Address: 31 20 BURTCH RD.
GRASS LAKE, MI 49240-9309

SSN:

Total debt due United States as of 06/11/97: \$1,190.24

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1,183.52 from 06/11/97 at the annual rate of 9%. Interest accrues on the principal amount of this debt at the rate of \$.29 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 03/12/82 the debtor executed promissory note(s) to secure loan(s) from BRANCH COUNTY BANK, MI under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 08/01/85 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$134.44 thereby increasing the principal balance due to \$2,147.68.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$1,183.52
Interest:	\$ 6.72
Administrative/Collection Costs:	\$ 0.00
Penalties:	\$ 0.00

CERTIFICATION: Pursuant to 28 U.S.C. S 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

June 19, 1997
(Date)

Richard D. Steing
Loan Analyst
Litigation Branch

HIGHER EDUCATION ASSISTANCE
GUARANTEED STUDENT LOAN

PAYOUT NOTE
(Interest on Declining Balance)

Date: May 1, 1984

L LOAN INFORMATION

LOAN INFORMATION			FINANCE CHARGE TO BE PAID BY:		MONTHLY INSTALLMENT PAYMENTS		
LOAN NUMBER AND SUFFIX	DATE OF DISBURSEMENT	PRINCIPAL AMOUNT FINANCED	INTEREST RATE	Student	U.S. Commissioner of Education	Amount Per Month	Amount of Final Payment
				(4)	(5)	(7)	(8)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
555542W	1.03-12-82	\$ 2500.00	9.00%	\$ 631.81	\$ -	\$ 53.44	\$ -
Plus accrued interest		74.59	%				
fm. Jan. 1, 1984	1984 to	2574.59	%				
May 1, 1984			%				
	5.		%				
	6.		%				
	TOTAL	\$ 2574.59		\$ 631.81	\$ -	\$ 53.44	\$ -

II. DISCLOSURE STATEMENT

DISCLOSURE STATEMENT

A. Amount Financed (Total Column 3) \$ 2574.59

B. FINANCE CHARGE (Column 5) \$

ANNUAL PERCENTAGE RATE 9.00

C. Total of Payments (A & B) \$ 3208.40
on the date of this note.

C. Total of Payments (A & B) \$

E. Interest shall begin to accrue on the date of this note.

F. percent of the principal amount of the loan without penalty

F. The Maker may prepay all or part of the principal amount of the loan without penalty at any time. If the loan is prepaid in whole or in part, the actual amount of finance charge which will be paid may be more or less than stated in Section 1.

H. The Maker agrees to pay a late charge on each installment delinquent for a period exceeding ten days in an amount exceeding 5% of the installment payment or \$5.00 whichever is less; but this provision shall not be deemed to extend the due date or grant any period of grace.

I. Deferment of principal payment and resumption of federal interest benefits, if eligible, may be obtained as specified in the program regulations if the Maker enters: 1) the Armed Forces of the United States, Peace Corps or ACTION program; 2) Commissioned Corps of the U.S. Public Health Service, 3) Volunteer service for an organization exempt from taxes under Section 501(c)(3) of the Internal Revenue Code, 4) a period of temporary total disability, 5) a period of temporary total disability, or if the Maker's spouse enters a period of temporary total disability and the Maker is unable to secure employment by reason of the care required of the spouse, 6) Rehabilitation training program, 7) Graduate fellowship program. Such deferment must be requested by the Maker on forms provided by the Guarantor. Deferment requests are subject to approval by the Guarantor.

J. The Makers, if more than one, are jointly and severally liable and the term Maker, whenever used, shall mean the Makers or any one or more of them.

K. In the event of death of a determination of permanent and total disability, the entire amount owed by the Maker become due and shall be paid on behalf of the Maker by the Guarantor to the Holder.

iii. ACCEPTANCE BY PAYEE For value received, the maker promises to pay to Branch County Bank

or order, the sum of \$ 3206.40, representing \$ 2574.59 of principal and \$ 631.81 of interest over the term of this note. Payment shall be in (number) 60 successive monthly installments of \$ 53.44 each (except final installment, which shall be the remaining balance of \$ -) commencing on the 1st day of June 19 84 and thereafter on the same day of each subsequent month until paid in full.

B. The Maker acknowledges, if Maker and Holder agree, this note may be executed calling for repayment to begin earlier than the maturity date of the interim note(s) that it replaces and/or for payments which exceed the \$360 yearly minimum for a term which is less than the five year minimum. When such agreement reduces the grace period, the grace period may not be restored; however, the Maker may at any time refinance this note to the extent that the Maker may extend the total note term of at least five years but no more than ten years.

C. If any loans, consolidated into this Payoff Note, were disbursed prior to December, 15, 1968 and if the Maker is eligible for federal interest benefits in effect at the date of disbursement, the U.S. Commissioner shall make in payments on all or any portion of this note which is eligible for federal interest benefits to the Holder on behalf of the Maker at the rate of 3% per annum on the unpaid balance.

D. If the Maker defaults on this note by reason of delinquency, the unpaid principal balance shall, at the option of the Holder, become immediately due and payable without notice or demand; and if the Holder or subsequent Holder incurs any reasonable costs or expenses greater than normal costs associated with the average collection there shall immediately become due from the Maker all reasonable expenses and attorney fees and the Holder shall take judgment for all such sums.

F. The Maker acknowledges that he or she is legally obligated, under Section 8 of Act No. 77 of the Public Acts of
as amended, for payment of the note even though he or she may be less than eighteen years of age.

F. The Maker agrees that terms and conditions, as detailed in Section II, are also part of the agreements as in Section III.

G. The Maker acknowledges receipt of an exact copy of this note at the time of execution of this note.

CO-MAKER
SIGNATURE

MAKER

SIGNATURE

TYPED NAME

_ TYPED NAME

ADDRESS

ADDRESS

CITY

STATE

ZIP

CITY Grass Lake

SOCIAL SECURITY NO.

SOCIAL SECURITY

NOTE ENDORSEMENT BY MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

~~MEM~~Phone 517 522

The undersigned, as endorser, guarantees payment of 100 percent of the unpaid principal balance to the Holder in the event the Maker defaults on the promissory note. If the Maker permits this note to become in default as defined by regulations of the Michigan Higher Education Assistance Authority, in the event of default, the Maker's obligation to the Holder is transferred to the Michigan Higher Education Assistance Authority.

MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

Authorized Official

LENDER COPY

Dec. 23, 1985

The undersigned does hereby sell, assign, transfer, and set over unto the Michigan Higher Education Assistance Authority, Lansing, MI. its interest in this note.

Branch County Bank

Lowell R. Maxson
By Lowell R. Maxson
A.V.P.

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE

Andrew J. 6/11/97
NAME DATE